





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: July 12, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT FROM
LENNAR HOMES, LLC TO ORANGE COUNTY AND
AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Moss Park - Conservation Area Impact Permit #CAI-13-09-022
(Parcel O)

District 4

PURPOSE: To provide for conservation of wetlands and uplands as a requirement of
development.

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 21.15 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS:

Conservation Area Impact Permit No. CAI-13-09-022 (the "Permit") issued by Orange County Environmental Protection Division requires this Conservation and Access Easement on a portion of the site being developed. This Conservation and Access Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation and Access Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

Access to the conservation easement area is by a specific access easement from the right-of-way for Innovation Way South through Tract FD-1 of Oaks at Moss Park recorded in Plat Book 88, Page 133 and the parent tract parcels.

Grantor to pay all recording fees.

Instrument prepared by and
recorded original returned to:
Real Estate Management Division
Orange County, Florida
400 East South Street, 5th Floor
Orlando, Florida 32801

Project: Moss Park – Conservation Area Impact Permit #CAI-13-09-022
(Parcel O)

Parcel Id. No.: a portion of 10-24-31-0000-00-012, 10-24-31-0000-00-001, and 11-24-31-5270-06-001

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 18th day of May, 2017, by Lennar Homes, LLC, a Florida limited liability company, whose address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 ("GRANTOR"), in favor of Orange County, a charter county and political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE"). The Conservation Easement and Access Easement granted herein are collectively referred to as the "CONSERVATION AND ACCESS EASEMENT."

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real property in Orange County, Florida, more particularly described in Schedule "A" attached hereto and incorporated by this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct the Moss Park Planned Development (the "PROJECT") at a site in unincorporated Orange County, which is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. CAI-13-09-022 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of

Florida; and

WHEREAS, the PERMIT requires that GRANTOR preserve, enhance, restore, or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to preserve the PROPERTY in predominantly its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity; and

WHEREAS, GRANTOR desires to provide GRANTEE access to the PROPERTY through a portion of the PROJECT (the "ACCESS AREA"), in accordance with the terms of this CONSERVATION AND ACCESS EASEMENT.

NOW, THEREFORE, in consideration of TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes (2016), as it may be amended, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over the PROPERTY of the nature and character and to the extent hereinafter set forth (the "CONSERVATION EASEMENT"). GRANTOR fully warrants title to the PROPERTY, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose.** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

2. **Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the PROPERTY inconsistent with this CONSERVATION EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights in the PROPERTY.** GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the

right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the PERMIT or the purpose of this CONSERVATION EASEMENT. GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the ACCESS AREA subject to the terms of this CONSERVATION AND ACCESS EASEMENT.

4. **Public Access.** No right or access by the general public to any portion of the PROPERTY or the PROJECT is conveyed by this CONSERVATION AND ACCESS EASEMENT.

5. **Rights of GRANTEE.** To accomplish the purposes stated herein, GRANTOR conveys the following rights and easements to GRANTEE:

(a) ACCESS EASEMENT. In exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, GRANTOR hereby voluntarily grants and conveys to GRANTEE an access easement (“ACCESS EASEMENT”) to enter on, over and through the ACCESS AREA (as more particularly described in Schedule “B” attached hereto) for the purpose of vehicular and pedestrian ingress and egress over and across the ACCESS AREA as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT. GRANTOR fully warrants title to the ACCESS AREA, and will warrant and defend the same against the lawful claims of all persons whomsoever. The ACCESS EASEMENT shall automatically terminate as to all those parts of the ACCESS AREA conveyed to GRANTEE by separate easement instrument, or platted as a street and dedicated to the perpetual use of the public upon such conveyance or dedication without the necessity of any amendment to this CONSERVATION AND ACCESS EASEMENT or release of those parts of

the ACCESS AREA so conveyed or dedicated. The ACCESS EASEMENT shall be deemed perpetual as to all parts of the ACCESS AREA that are not at some point conveyed to GRANTEE by separate easement instrument, or platted as streets and dedicated to the perpetual use of the public.

(b) CONSERVATION EASEMENT. To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT, and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(c) CONSERVATION AND ACCESS EASEMENT. To proceed at law or in equity to enforce the provisions of this CONSERVATION AND ACCESS EASEMENT and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION AND ACCESS EASEMENT.

6. **GRANTEE's Discretion.** GRANTEE may enforce the terms of this CONSERVATION AND ACCESS EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION AND ACCESS EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION AND ACCESS EASEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION AND ACCESS EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION AND ACCESS EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver.

GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this CONSERVATION AND ACCESS EASEMENT.

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the PROPERTY and the ACCESS AREA, provided however, GRANTOR's assumption of such liability with respect to the ACCESS AREA shall cease as to all parts of the ACCESS AREA platted as a street and dedicated to the perpetual use of the public immediately upon such dedication. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY or ACCESS AREA, provided however, such limitation upon GRANTOR and persons or entities claiming by or through GRANTOR shall terminate and no longer apply to all parts of the ACCESS AREA platted as a street and dedicated to the perpetual use of the public immediately upon such dedication.

8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION AND ACCESS EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

9. **Recordation.** GRANTOR shall record this CONSERVATION AND ACCESS EASEMENT in timely fashion in the Public Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this CONSERVATION AND ACCESS

EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION AND ACCESS EASEMENT in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this CONSERVATION AND ACCESS EASEMENT shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the PROPERTY and ACCESS AREA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in
its name.

Signed, sealed, and delivered
in the presence of:

Lennar Homes, LLC,
a Florida limited liability company

[Signature]
Witness

BY: [Signature]
Brock Nicholas
Vice President

Kelly Beckner
Printed Name

[Signature]
Witness

Don Lunko
Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of
May, 2017, by Brock Nicholas, as Vice President on behalf of Lennar Homes, LLC, a
Florida limited liability company. He ☒ is personally known to me or ☐ has produced
N/A as identification.

(Notary Seal)



[Signature]
Notary Signature
Susan Finkbeiner
Printed Notary Name

Notary Public in and for the
County and State aforesaid
My commission expires:

Schedule "A"

LEGAL DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10830, PAGE 5916 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT OS-3, OAKS AT MOSS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGES 133 THROUGH 139 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°23'59" EAST ALONG THE EAST LINE OF SAID TRACT OS-3 FOR A DISTANCE OF 10.09 FEET TO THE SOUTH LINE OF THE WATER AND WASTEWATER PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5564, PAGE 4807 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°59'45" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 37.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°59'45" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1284.52 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID NORTHEAST 1/4; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 00°15'11" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 2269.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 912.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°23'14" FOR AN ARC LENGTH OF 181.35 FEET, A CHORD BEARING OF NORTH 21°00'22" WEST AND A CHORD DISTANCE OF 181.06 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 15°18'45" WEST FOR A DISTANCE OF 1360.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1097.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 63°44'55" FOR AN ARC LENGTH OF 1221.11 FEET, A CHORD BEARING OF NORTH 47°11'12" WEST AND A CHORD DISTANCE OF 1159.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 877,512 SQUARE FEET OR 20.14 ACRES, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.09'	N00°23'59"E
L2	37.04'	N89°59'45"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	BEARING	CHORD
C1	181.35'	912.50'	11°23'14"	N21°00'22"W	181.06'
C2	1221.11'	1097.50'	63°44'55"	N47°11'12"W	1159.09'

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

sk57
rev 2.3.17

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH THE ORIGINAL RAISED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 11-24-31 AS BEING SOUTH 00°15'11" WEST.
4. THE DELINEATION OF THE LANDS SHOWN HEREON ARE PER THE CLIENT'S REQUEST.
5. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.

JOB NO. 20130003

DATE: 12/8/2016

SCALE: 1" = 500 FEET

FIELD BY: N/A

CALCULATED BY: JDS

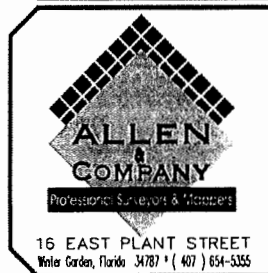
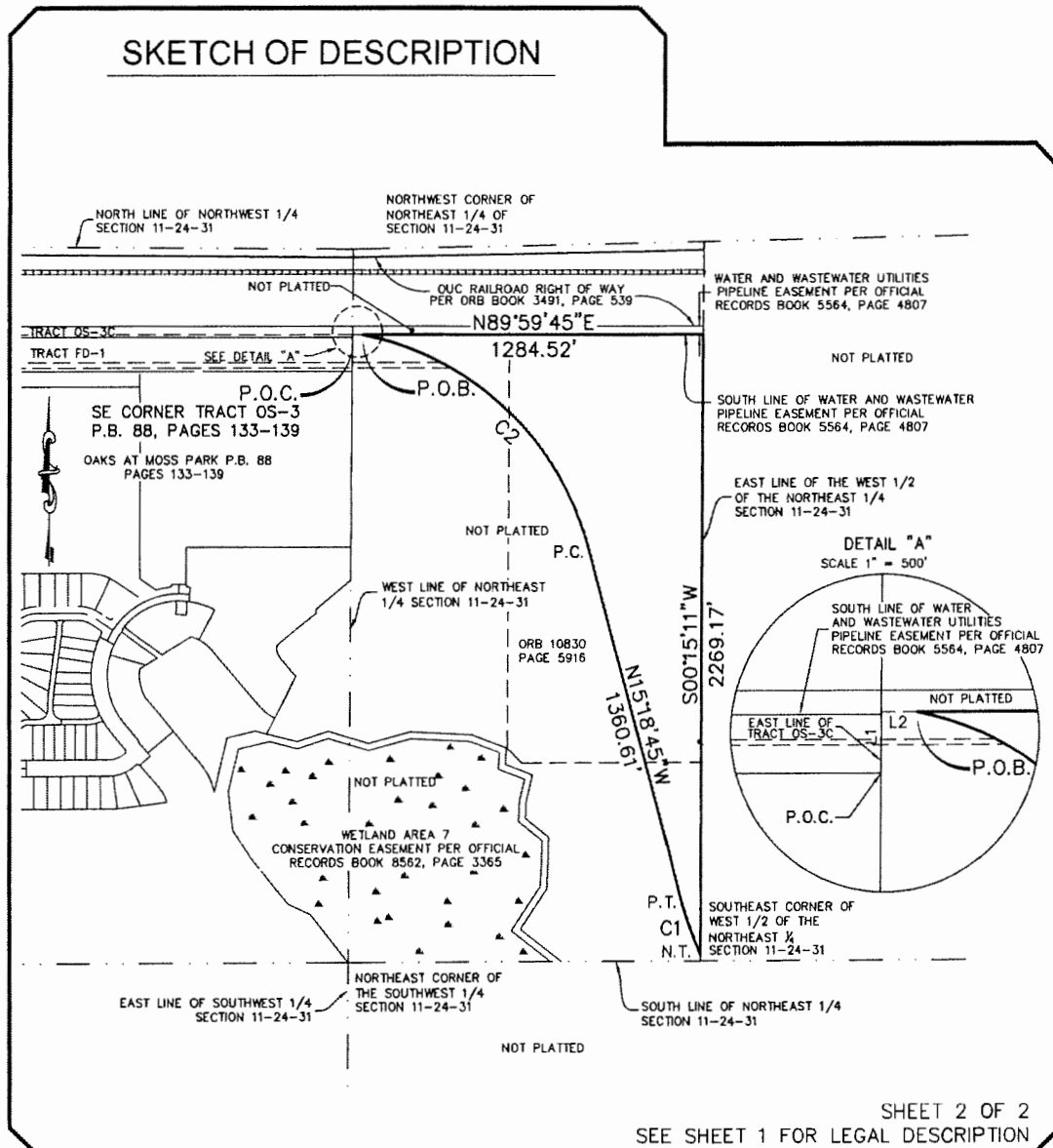
DRAWN BY: JDS

CHECKED BY: MR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICHMAN, P.S.M. #5633

Drawing name: I:\Data\20130003\Plot Parcel N\Sketch\Sketch 57 - Parcel O Conservation Easement SHEET 1 AND 2



LEGEND

OUC DENOTES ORLANDO UTILITY COMMISSION
ORB DENOTES OFFICIAL RECORDS BOOK
P.B. DENOTES PLAT BOOK
P.T. DENOTES POINT OF TANGENCY
P.C. DENOTES POINT OF CURVATURE

P.O.B. DENOTES POINT OF BEGINNING
P.O.C. DENOTES POINT OF CURVATURE
N.T. DENOTES NON-TANGENT

sk57
rev 2.3.17

JOB NO. 20130003

CALCULATED BY: JDS

DATE: 12/8/2016

DRAWN BY: JDS

SCALE: 1" = 500 FEET

CHECKED BY: MR

FIELD BY: N/A

Drawing name: I:\Data\2013\0003\Plant Parcel N\Sketch\Sketch 57 - Parcel O Conservation Easement SHEET 1 AND 2

Schedule “B”

LEGAL DESCRIPTION

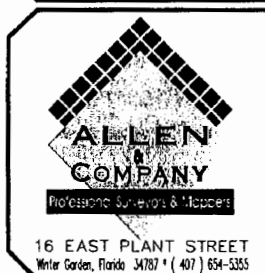
A STRIP OF LAND 20.00 FEET IN WIDTH, LYING IN SECTION 11, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, INCLUDING A PORTION OF TRACT FD-1, OAKS AT MOSS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGES 133 THROUGH 139 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT FD-1; THENCE RUN NORTH 00°00'10" WEST ALONG THE WEST LINE OF SAID TRACT FD-1 FOR A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°00'10" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°59'53" EAST FOR A DISTANCE OF 2191.04 FEET TO THE WEST LINE OF A CONSERVATION EASEMENT AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1097.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°11'36" FOR AN ARC LENGTH OF 42.01 FEET, A CHORD BEARING OF SOUTH 61°34'18" EAST FOR A CHORD DISTANCE OF 42.01 FEET; THENCE RUN SOUTH 89°59'53" WEST FOR A DISTANCE OF 2227.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 44,196 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH THE ORIGINAL RAISED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE TRACT FD-1, OAKS AT MOSS PARK, AS BEING NORTH 00°00'10" WEST.
4. THE DELINEATION OF THE LANDS SHOWN HEREON ARE PER THE CLIENT'S REQUEST.
5. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.

sk58
rev 2.3.17

JOB NO. 20130003

DATE: 12/9/2016

SCALE: 1" = 500 FEET

FIELD BY: N/A

CALCULATED BY: JDS

DRAWN BY: JDS

CHECKED BY: MR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633

Drawing name: I:\Data\2013\0003\Plant Parcel N\Sketch\Sketch 5R - Parcel O access easement SHEET 1 AND 2

